Washington Street Brass & Iron Foundry, Inc. *and* **Eastern Pennsylvania Industrial Council of the United Brotherhood of Carpenters.** Case 4-CA-13158

2 December 1983

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS HUNTER AND DENNIS

On 24 May 1983 Administrative Law Judge Stephen J. Gross issued the attached decision. Thereafter, Respondent filed exceptions and a supporting brief, and the General Counsel filed cross-exceptions and a supporting brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions, cross-exceptions, and briefs and has decided to affirm the judge's rulings,[1] findings,[2] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Washington Street Brass & Iron Foundry, Lebanon, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] We deny Respondent's motion to remand this proceeding to the judge and to reopen the record to receive allegedly suppressed evidence. We find that the proffered evidence, even if accepted, would not affect the result. See, e.g., *Ray Brooks v. NLRB*, 348 U.S. 96 (1954); *Williams Energy Co.*, 218 NLRB 1080 (1975). We note additionally that, to the extent that Respondent's exceptions assert the existence of facts that are not a part of the formal record, we are unable to consider such evidence absent a showing that such facts were newly discovered or not previously available. See Sec. 102.48(b) and (d)(1) of the Board's Rules and Regulations. That showing has not been made here.

[2] The judge failed sufficiently to set out findings of fact concerning jurisdiction and labor organization status. The complaint alleges, and the answer admits, that, at all times material herein, Respondent has been a Pennsylvania corporation engaged in the manufacture of sand castings and manhole frames and covers at its Lebanon, Pennsylvania plant. During the past year Respondent, in the course and conduct of its business operations, sold goods and products valued in excess of $50,000 to York Concrete Septic Tank Co. of York, Pennsylvania, which in turn annually sells and ships goods and products valued in excess of $50,000 directly to points outside the Commonwealth of Pennsylvania. The answer admits, and we find, that Respondent is now, and has been at all times material herein, an employer engaged in commerce within the meaning of Sec. 2(2), (6), and (7) of the Act. The complaint further alleges, Respondent admits, and we find that the Union is now, and has been at all times material herein, a labor organization within the meaning of Sec. 2(5) of the Act.

In agreeing with the judge's conclusion that Respondent violated Sec. 8(a)(5) and (1) of the Act, we find it unnecessary to rely on fn. 14 of the judge's decision, in which he stated that he would have found an 8(a)(5) violation even if Respondent's agent, Ferko, had called and left the message for union attorney Weinstock.

DECISION

STEPHEN J. GROSS, Administrative Law Judge: General Counsel claims that Respondent Washington Street Brass & Iron Foundry has violated the National Labor Relations Act, as amended (the Act), in two ways: (1) by assisting an employee in his attempt to decertify the Union that represented Respondent's employees—the Eastern Pennsylvania Industrial Council of the United Brotherhood of Carpenters (the Union); and (2) by refusing to recognize and to bargain with the Union.[1]

For the reasons discussed below I have concluded that Respondent failed to meet its obligation to bargain in good faith with the Union, but that Respondent has not otherwise been shown to have violated the Act.

Respondent's Assistance in Its Employees' Decertification Effort

Respondent's sole facility is in Lebanon, Pennsylvania. At the times pertinent to this proceeding Respondent had about 16 employees. Joe Wunderlich owns and manages the operation.

The Board conducted an election among Respondent's employees in October 1981. A majority of the employees voted for the Union and, on July 6, 1982, the Board certified the Union as the employees' exclusive bargaining agent. About a week later one of Respondent's employees, Frank C. Wike, Jr., began an effort to decertify the Union. Wike's first task was to draft the language of a petition. To accomplish that he sought the aid of several persons, one of whom was Joseph G. Ferko, Jr. Ferko, a consultant, had been retained by Respondent in its losing effort to block the Union's organizing efforts. After the election Ferko represented Respondent in its dealings with the Union. Respondent does not dispute that Ferko is its agent.

Wike presented Ferko with a draft petition and asked for advice about it. Ferko, after commenting that "it was a little bit early" to be able to get rid of the Union, recommended two changes: First, to change "we the employees" to "we, the undersigned"; and second, to include the Union's full name in the petition (which name Ferko provided to Wike).[2]

Wike thereafter obtained the signatures of 10 (a majority) of Respondent's employees. Joe Wunderlich (Respondent's owner) was aware of the nature of the petition and knew that it was being passed around. But there is nothing in the record to indicate that he said anything

[1] General Counsel's contentions are embodied in a complaint dated October 18, 1982, and in an amendment to the complaint made orally at the hearing. The complaint stemmed from an unfair labor practice charge filed by the Union on August 20, 1982. Respondent, in an answer dated October 25, 1982, and in an amendment to the answer made orally admitted the complaint's jurisdictional allegations but denied any wrongdoing. The case went to hearing on March 9, 1983.

[2] The heading to the petition, in its final form, read as follows:

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE DO NOT WANT THE EASTERN PENNA. INDUSTRIAL COUNCIL, UNITED BROTHERHOOD OF CARPENTERS OF ASHLAND, PENNA. TO ACT AS OUR BARGAINING REPRESENTATIVE AT WASHINGTON STREET BRASS AND IRON FOUNDRY, INC., AT LEBANON, PENN. WE ASK THE NATIONAL LABOR RELATIONS BOARD TO ACCEPT OUR REQUEST AND THE UNION TO WITHDRAW ITS REQUEST FOR CERTIFICATION.

to any of the employees about it or otherwise tried to influence the employees in respect to the petition.

Wike obtained the signatures on or about July 14 and determined to travel to Philadelphia to file the petition with the Board. Wike had heard that Ferko was driving to the Board's Regional Office in Philadelphia (in connection with a proceeding involving another of Ferko's clients) and, because Wike's own vehicle was broken, asked Ferko for a ride. Ferko agreed. In the course of that conversation Wike offered Ferko a copy of the petition. Ferko accepted it.

Wike, after reporting in to work on July 15, did ride with Ferko to Philadelphia that day and did file the petition. (The Regional Director subsequently dismissed the petition, pointing out that "it is well settled that the Board will not entertain a petition within 1 year following cetification of a bargaining representative.") The round trip took 6 hours (8:30 a.m. to 2:30 or 3 p.m.). Wike did not clock out for a period he was away.

Prior to leaving for Philadelphia Wike had told Wunderlich that he wanted to leave work for the purpose of filing a decertification petition, and Wunderlich had given Wike permission to do so.[3] But Wunderlich required Wike to work at straight time on Saturday, July 17, to make up for his absence on July 15. And that procedure—permitting an employee to take time off for a day or part of a day during the week but requiring makeup time on the following Saturday—is a routine one at Respondent's plant.[4]

The Decertification Effort—Conclusion

The Board has utilized various tests to determine whether actions by employers that are related to employee decertification efforts violate Section 8(a)(1) of the Act. These tests include: whether the employer provided "more than mere ministerial aid" in the efforts to oust the union (*Consolidated Rebuilders*, 171 NLRB 1415, 1417 (1968). Accord: *Times-Herald*, 153 NLRB 524 (1980); *Cummins Component Plant*, 259 NLRB 456, 461 (1981)); did the employer "provide the machinery for disaffiliation" (*Continental Desk Co.*, 104 NLRB 912, 920 (1953)); did the employer "lend more than minimal support and approval to the securing of signatures and the filing of the [decertification] petition" *Placke Toyota*, 215 NLRB 395 (1974)); and did the employer "involve himself in furthering employee efforts directed toward" removing the union as bargaining representative (id).

But the ultimate question is whether the particular employer activity at issue had "the tendency . . . to interfere with the free exercise of the rights guaranteed to employees under the Act," [5] taking into account the setting in which that activity occurred.[6] As I add up the facts here, they do not represent interference by Respondent with the free exercise by its employees of their rights.

There has been no showing that Respondent instigated the decertification effort. The only part Respondent played in drafting the petition was to provide some inconsequential phrases upon the specific request of an employee.[7] Employees then circulated and signed the petition without further manifestation of Respondent's approval. (Wunderlich's mere knowledge that the petition was circulating is beside the point: *Hamburg Shirt Corp.*, 175 NLRB 284, 294 (1969). After the petition had been signed, Respondent gave Wike permission to take the day off (subject to Saturday makeup time) to file it, and Respondent's agent Ferko accepted a copy of the petition offered to him by Wike and gave Wike a ride to the Board's Regional Office. But those acts plainly had no impact on the employees' willingness to sign the petition (since the acts occurred after the employees signed it). Moreover Respondent, in giving Wike the day off, treated Wike in the same manner Respondent would have treated him had he asked for the day off for any other personal reason. Finally, even assuming that Respondent would have violated the Act had it incurred any additional expenses to transport Wike to the Board's office,[8] in this case Ferko was going there anyway.[9]

In sum, Respondent's actions related to Wike's petition did not reasonably tend to coerce, restrain, or interfere with the Section 7 rights of any employee.

Respondent's Refusal to Bargain

On July 6, 1982, the Board certified the Union as the exclusive bargaining representative of Respondent's employees. Twenty days later Ira Weinstock, the Union's attorney, wrote to Ferko asking for "your available dates to begin negotiations."[10]

On July 29—about the time Respondent received the letter[11]—Weinstock and Ferko met on a matter involving another company. In the course of that meeting Weinstock noted that he had sent a letter to Ferko asking for dates for negotiation. Ferko indicated that he

[3] That finding is based on Wunderlich's testimony. Wike testified that he tried to "sneak" away on July 15 without telling Wunderlich. I credit Wunderlich's account over Wike's.

[4] The Saturday entries on Wike's timecard are handwritten, rather than the markings of Respondent's clocking device. That necessarily raises the question of whether Wike and Wunderlich lied about Wike putting in any Saturday makeup time for the hours Wike spent filing the petition on July 15. But Wike's and Wunderlich's testimony is uncontradicted. And penciled entries on the timecards of Respondent's employees are not uncommon.

[5] *Red Rock Co.*, 84 NLRB 521, 525 (1949), enfd. as modified 187 F.2d 76 (5th Cir. 1951), cert. denied 341 U.S. 950 (1951); *KONO-TV-Mission Telecasting Corp.*, 163 NLRB 1005, 1006 (1967) (did "the preparation, circulation and signing of the petition [constitute] the free and uncoerced act of the employees concerned").

[6] *Red Rock*, supra; *Holly Manor Nursing Home*, 235 NLRB 426–429 (1978).

[7] See *WTVC*, 126 NLRB 1054, 1057 (1960).

[8] See *Dayton Blueprint Co.*, 193 NLRB 1100, 1107 (1971); *Cummins Component Plant*, supra.

[9] See *Hazen & Jaeger Funeral Home*, 95 NLRB 1034 (1951); *Consolidated Rebuilders*, supra.

[10] An official of the Union testified that he had orally requested bargaining several days earlier—on July 20. But I credit the testimony of Ferko and Wunerlich that the last communication between the official and Respondent occurred in May (several months prior to the Board's certification of the Union).

[11] Respondent claims that it did not learn of the contents of the July 26 letter until about August 10 because the letter was addressed to Ferko at Respondent's plant rather than at Ferko's office. I do not credit that claim. In any event, the exact date on which Respondent became aware of the contents of the Union's letter is irrelevant.

had not received the letter but "would get back to" Weinstock about it.[12]

Respondent did not reply to Weinstock's letter, and on August 20 the Union filed an unfair labor practice charge alleging that Respondent had "refused to bargain collectively." The Board's Philadelphia Regional Office sent a copy of the charge to Respondent on August 24. A few days later Ferko sent the following letter to Weinstock:

> Please be advised that I have received on or about July 16, 1982, from Mr. Frank Wike, employee of Washington Street Brass & Iron Foundry, Inc., a statement signed by ten (10) employees of the Company, that the Employees, "do not want the Eastern Pennsylvania Industrial Council, United Brotherhood of Carpenters of Ashland, Pa. to act as their Bargaining Representative," at the Foundry. It is my understanding that the employees have taken this matter to the National Labor Relations Board, Region 4, in Philadelphia, Pennsylvania.

The letter's content is perplexing in view of the fact that the Regional Director for the Board's Region 4 had dismissed Wike's petition on August 5. But based on the record as a whole, the only conclusion I can draw about the purpose of the letter is that: (1) Respondent wanted to communicate its view that, notwithstanding the dismissal of the petition, since a majority of its employees had indicated their opposition to the Union, Respondent did not have to bargain with the Union and, indeed, should not do so; and (2) the letter was intended to respond to both the Union's July 26 letter and the August 20 unfair labor practice charge.

On August 30 Ferko called Weinstock's office and spoke to Weinstock's secretary. Weinstock was out. Ferko testified that he told the secretary to have Weinstock call Ferko "for the purposes of . . . collective bargaining with Washington Street Brass & Iron Foundry." Weinstock testified credibly that he received no message of any call from Ferko. Given Respondent's August 27 letter and the fact that Weinstock received no message about a telephone call from Ferko, I do not credit Ferko's testimony about referring in the course of the call to collective bargaining between Respondent and the Union.

The August 30 telephone call was the last communication between Respondent and the Union that anyone claims related to collective bargaining.

Refusal To Bargain—Conclusion

An employer has the duty under Section 8(d) "to meet at reasonable times and confer in good faith" with its employees' union. That includes responding in a reasonably timely fashion to requests by the union for the establishment of dates on which bargaining is to take place. E.g., *Hassett Maintenance Corp.*, 260 NLRB 121 (1982). Respondent never did offer to meet, even after the Union emphasized its intention to bargain by filing an unfair labor practice charge.[13] That constitutes a violation by Respondent of Section 8(a)(5) of the Act.[14]

Respondent's unwillingness to bargain was founded at least in part on its awareness that a majority of its employees had come to oppose representation by the Union. But absent certain limited kinds of circumstances not here present,[15] "a union's continued majority status is conclusively presumated to exist for 1 year following certification." *Holly Farms Poultry Industries*, 189 NLRB 663, 664–665 (1971), enfd. 460 F.2d 312 (4th Cir. 1972).[16] Thus "an employer may not justify a refusal to bargain within the certification year . . . on the ground that its employees no longer desire representation." *Lee Office Equipment*, 226 NLRB 826, 831 (1976), enfd. 572 F.2d 704 (9th Cir. 1978). Accord: *Airport Shuttle-Cincinnati v. NLRB*, 703 F.2d 220 (6th Cir. 1983), enfg. 257 NLRB 954 (1981).

The Remedy

Since Respondent refused to bargain collectively, the recommended Order requires Respondent to cease and desist from doing so and to bargain collectively with the Union.

In the usual case in which an employer fails to bargain within a certification year, the Board orders that the initial period of certification be construed as beginning on the date that the employer begins bargaining in good faith. In the leading case on the subject, *Mar-Jac Poultry Co.*,[17] the Board imposed that remedy on the ground that—

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[12] Respondent states on brief (at p. 5) that at that July 29 meeting Ferko responded to Weinstock by saying that he "could see sitting down at the bargaining table no earlier than September 1982, and would contact [Respondent] as to exact dates and times." But evidentiary record contains no indication that Ferko ever in fact made such a remark.

[13] The filing of the charge amounted to "a renewal of the request to bargain." *Dardanell Enterprises*, 250 NLRB 377, 379 (1980).

[14] E.g., *A. L. French Co.*, 145 NLRB 627 (1963), enfd. 342 F.2d 798 (9th Cir. 1965); *Elmira Machine Works*, 138 NLRB 1393, 1401–02 (1962); *Hassett Maintenance Corp.*, supra. I would reach the same conclusion even if I thought that Ferko actually had told Weinstock's secretary, on August 30, that Weinstock's should call Ferko about collective bargaining. Had Respondent in fact been acting consonant with a good-faith willingness to bargain, when Weinstock failed to return the call Respondent would have taken further steps to ensure that the Union was aware of its willingness to bargain.

[15] For a listing of such "unusual circumstances" see *Brooks v. NLRB*, 248 U.S. 96, 98–99 (1954).

[16] Justice Frankfurther summed up the bases for this presumption this way (in *Brooks*, supra, 348 U.S. at 99–100):

> (a) In the political and business spheres, the choice of the voters in an election binds them for a fixed time. This promotes a sense of responsibility in the electorate and needed coherence in administration. These considerations are equally relevant to healthy labor relations.
>
> (b) Since an election is a solemn and costly occasion, conducted under safeguards to voluntary choice, revocation of authority should occur by a procedure no less solemn than that of the initial designation. A petition or a public meeting—in which those voting for and against unionism are disclosed to management, and in which the influences of mass psychology are present—is not comparable to the privacy and independence of the voting booth.
>
> (c) A union should be given ample time for carrying out its mandate on behalf of its members, and should not be under exigent pressure to produce hothouse results or be turned out.
>
> (d) It is scarcely conducive to bargaining in good faith for an employer to know that, if he dillydallies or subtly undermines, union strength may erode and thereby relieve him of his statutory duties at any time, while if he works conscientiously toward agreement, the rank and file may, at the last moment, repudiate their agent.
>
> (e) In situations, not wholly rare, where unions are competing, raiding and strife will be minimized if elections are not at the hazard informal and short-term recall.

[17] 136 NLRB 785, 787 (1962).

> . . . the employer . . . has, largely through its refusal to bargain, taken from the Union a substantial part of the period when Unions are generally at their greatest strenght—the 1-year period immediately following the certification. Thus to permit the Employer now to obtain an election would be to allow it to take advantage of its own failure to carry out its statutory obligation, contrary to the very reasons for the establishment of the rule that a certification requires bargaining for at least 1 year.

More recently the Board has based its extension of the certification year on the need "to insure that the employees in the approprate unit will be accorded the services of their selected bargaining agent for the period provided by law." E.g., *Carter-Glogau Laboratories*, 265 NLRB 116 (1982).

But here the Union lost majority support among its employees at the start of "period when Unions are generally at their greatest strength" (*Mar-Jac Poultry*, supra). And Wike's petition made it clear that, as of the time when the Board certified the Union, the bargaining unit members did not want to "be accorded the services of their selected bargaining agent" (*Carter-Glogau*, supra).

These latter considerations point toward not requiring extension of the certification year. Yet elimination of that extension simply because employees have indicated their disenchantment with the union they recently chose would substantially undercut the effectiveness of the presumption of a union's majority support during the certification year.

The Board has resolved these conflicting considerations by focusing on whether the union has conducted itself improperly, and, if it has, on the extent to which it has done so. Thus where a majority of the members of a bargaining unit withdrew their support from their certified representative and where, in addition, that representative "engaged in serious misconduct directed toward those employees by inducing them to engage in acts of vandalism against Respondent and by threatening one of those employees," the certification year was not extended for a specific period of time: *Lee Office Equipment*, 226 NLRB at 835. Absent union misconduct of that magnitude, however, the certification year has been extended as usual, notwithstanding the bargaining unit members' renunciation of the union. *Lexington Cartage Co.*, 259 NLRB 55, 58 (1981); see also *Airport Shuttle-Cincinnati*, supra, 257 NLRB at 957; *Cellar Restaurant*, 262 NLRB 796 (1982); *Williams Energy Co.*, 218 NLRB 1080 (1975). Since no one contends that the Union here engaged in active misconduct of the kind or magnitude at issue in *Lee Office Equipment*, the initial period of certification shall be deemed to begin on the date Respondent begins bargaining in good faith with the Union as the recognized bargaining representative of Respondent's production and maintenance employees.

The Union urges that the Board impose "the additional remedy of an award of excess organizational costs and litigating expenses incurred both by the charging party and the General Counsel in the litigation of this proceeding."[18] The Union's request is denied: *Carbonex-Coal Co.*, 262 NLRB 1306 (1982); *Standard Homes*, 249 NLRB 1085 (1980); *Eastern Maine Medical Center*, 253 NLRB 224 (1980), enfd. 658 F.2d 1 (1st Cir. 1981).

[18] Union's br. at p. 1.

CONCLUSIONS OF LAW

1. Respondent Washington Street Brass & Iron Foundry is an employer engaged in commerce within the meaning of Section 2(2) and (6) of the Act.

2. The Eastern Pennsylvania Industrial Council of the United Brotherhood of Carpenters (the Union) is a labor organization within the meaning of Section 2(5) of the Act.

3. All production and maintenance employees, including truck drivers, employed by Respondent at its Lebanon, Pennsylvania, facility, excluding officer clericals, guards and supervisors as defined in the Act (hereafter bargaining unit employees), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Since July 6, 1982, the Union has been and continues to be the certified and exclusive representative of all bargaining unit employees for the purpose of collective bargaining within the meaning of Section 9(a) of the Act.

5. By refusing to bargain collectively with the Union, Respondent engaged in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By that refusal to bargain Respondent interfered with, restrained, and coerced employees in the exercise of the rights guaranteed them in Section 7 of the Act and thereby engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

7. Respondent has not been shown to have otherwise violated the Act.

8. The unfair labor practices referred to in paragraphs 5 and 6, above, affect commerce within the meaning of Section 10(a) of the Act.

ORDER[19]

The Respondent Washington Street Brass & Iron Foundry, Lebanon, Pennsylvania, and its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with the Eastern Pennsylvania Industrial Council of the United Brotherhood of Carpenters, as the exclusive bargaining representative of its employees in the following unit:

> All production and maintenance employees, including truck drivers, employed by Respondent at its Lebanon, Pennsylvania, facility, excluding office

[19] This recommended Order is being issued pursuant to Sec. 10(c) of the National Labor Relations Act. Unless exceptions meeting the requirements of Sec. 102.46 of the Board's Rules are filed, the findings, conclusions, and recommendations contained in the foregoing Decision and this recommended Order shall become that Decision and Order of the Board. In that event all objections and exceptions to the recommended Order and foregoing Decision shall be deemed waived for all purpose: See Sec. 102.48 the Board's Rules.

clericals, guards and supervisors as defined in the Act.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act.

(a) Recognize and, upon request, bargain in good faith with the above-named labor organization as the exclusive representative of all employees in the above-described unit.

(b) Post at its Lebanon, Pennsylvania facility copies of the attached notice marked "Appendix."[20] Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by Respondent's authorized representative shall be posted by Respondent immediately upon receipt and maintained for 60 days in conspicuous places including all places where notices to employees are customarily posted. Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 4, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint be dismissed in all other respects.

[20] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT refuse to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with the Eastern Pennsylvania Industrial Council of the United Brotherhood of Carpenters, as the exclusive representative of the employees in the bargaining unit described below.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, upon request, bargain with the above-named Union, as the exclusive representative of all employees in the bargaining unit described below, with respect to rates of pay, wages, hours, and other terms and conditions of employment. The bargaining unit is:

All production and maintenance employees, including truck drivers, employed by this company at its Lebanon, Pennsylvania, facility, excluding office clericals, guards and supervisors as defined in the Act.

WASHINGTON STREET BRASS & IRON FOUNDRY